

RESOLUTION NO. 1791

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
EXCHANGE OF PROPERTIES WITH TOM AND MARY HAUS**

WHEREAS, City Council directed City staff on April 27, 2006 to pursue the design of a new roundabout style intersection connecting Ford and Jackson Streets south of 24th Street; and


WHEREAS, the design of such roundabout intersection necessitates the acquisition of property from Tom and Mary Haus; and

WHEREAS, City Council and Tom and Mary Haus wish to enter into an agreement to exchange properties to accommodate the City intersection project and the future use of the property owned by Tom and Mary Haus at 2410 and 2414 Ford Street.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

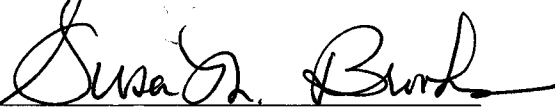
Section 1. That the Mayor is authorized to execute on behalf of the City of Golden, an Agreement for Exchange of Properties, substantially complying with the agreement attached hereto as Exhibit 1.

Adopted this 23rd day of August, 2007.



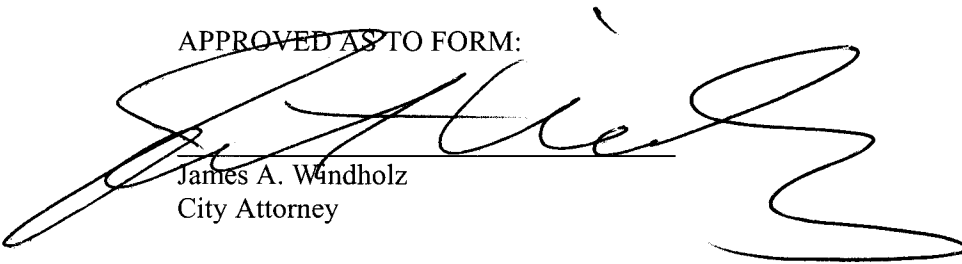
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

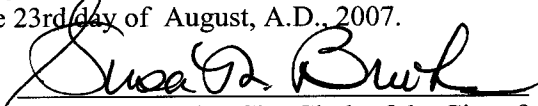
APPROVED AS TO FORM:



James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 23rd day of August, A.D., 2007.

(SEAL)

ATTEST: 

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AGREEMENT FOR EXCHANGE OF PROPERTIES

THIS AGREEMENT, dated for reference purposes only this _____ day of August, 2007, is made and entered into by and between the **CITY OF GOLDEN** a municipal corporation, hereinafter referred to as the "City" and **TOM AND MARY HAUS** whose address is 2414 Ford Street, Golden, CO 80401, hereinafter, and collectively referred to as "Haus".

RECITALS

- A. Haus is the owner of two adjacent properties generally known as 2410 and 2414 Ford Street and referred herein as "the Haus Property".
- B. The City is the owner of the Ford Street right of way adjacent to 2410 and 2414 Ford Street.
- C. Public Service Company of Colorado (PSCo), as successor in interest to the Colorado Central Power Company, claims ownership of certain property collectively described in Exhibit A hereto, which property is, in part, adjacent to the westerly side of the Haus property.
- D. The City is in the process of entering into a contract with Public Service Company of Colorado whereby, the City will acquire PSCo's interest in the property described in Exhibit A, subject to retention of a utility easement by PSCo over all of Exhibit A.
- E. The City has planned a roadway improvement and construction project, which project necessitates the acquisition of a portion of the Haus Property as public right of way. The portion of the Haus Property necessary for the roadway construction project is described in Exhibit B hereto.
- F. Haus and the City wish to enter into and implement an agreement whereby the parties exchange property of roughly the same size in order to benefit both parties.

AGREEMENT TO EXCHANGE PROPERTIES

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. EXCHANGE OF PROPERTIES. Subject to the terms and provisions of this Agreement, City and Haus agree to the following described exchange of properties.

a. The City agrees to initiate and timely process a vacation action for the portion of Ford Street right of way described in Exhibits C-1 and C-2 hereto, which right of way will no longer be needed by the City if the property exchanges contemplated by this agreement are consummated and the planned roadway construction project is constructed. Accordingly, it is anticipated that such vacation would be contingent upon the conveyance provided for in this agreement. The parties acknowledge that this Agreement does not bind or commit the City Council of the City to approve any such vacation action, and City Council's action on the case will be based upon the evidence provided and City Council's discretion.

b. Upon acquisition of the property described in Exhibit A from the Public Service Company of Colorado, the City agrees to convey that portion of Exhibit A adjacent to the Haus

property (as specifically described in Exhibits D-1 and D-2 hereto) to Haus, subject to the easements retained by PSCo at the time of the closing (defined below). Conveyance of the Exhibit D-1 and D-2 property by the City shall be by Special Warranty Deed free and clear of liens, except for the lien for general property taxes for the year of closing.

c. Haus agrees to convey to the City that certain real property which is described in Exhibit B hereto, together with any improvements thereon, all right, title and interest of Haus in and to any alleys, strips or gores or vacated streets or alleys adjoining that property, and all easements, rights of way, and appurtenances thereto. The property described in Exhibit B hereto shall be conveyed together with all water and water rights, ditches and ditch rights, stock in ditch companies, reservoirs and reservoir rights, wells and well rights, including tributary, nontributary and not nontributary, whether adjudicated or not, on, under or appurtenant to or used on the Land, (the "Water Rights" *if any*). Haus shall convey the Exhibit B Property by special warranty deed at the time of the Closing, free and clear of liens except for the lien for general property taxes for the year of closing.

Haus agrees to remove all personal property from the Exhibit B property prior to Closing.

2. COMPENSATION. Except as provided in this paragraph, the exchange of properties shall be considered a "like for like" exchange with no compensation to any party. Notwithstanding the foregoing, City will upon completion of the roadway construction project construct a wooden 42" high fence along the portion of the reconfigured Haus Property directly adjacent to the proposed roundabout roadway intersection.

3. NON-APPROPRIATION. Haus acknowledges and is hereby given notice that the financial obligations of the City under this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available to the City. In the event funds for this Agreement are not budgeted and appropriated by the City, in any year subsequent to the fiscal year of execution of this Agreement, the City may terminate this Agreement by giving the Seller notice of such non-appropriation. For purposes of this Agreement, the fiscal year of the City commences January 1 and ends December 31.

4. CLOSING. Closing and delivery of the deed(s) for the Exchange of Property shall take place on October 30, 2007. The date of Closing may be accelerated or extended to such time as the parties might mutually agree in writing, (the "Closing"). The hour and location of the closing shall be as mutually agreed. Possession of the various parcels shall be delivered to the respective parties at the time of such Closing. The City shall pay all closing costs.

5. TITLE INSURANCE. The parties may, at their own cost and for their own benefit, obtain a commitment for title insurance for the property they will be conveyed pursuant to this agreement. If either party is not satisfied with the condition of title, they may terminate this agreement by providing written notice to the other party no later than September 30, 2007.

6. CONDITION OF TITLE AT CLOSING. The parties warrant that they will not, from the day of this agreement until closing, knowingly take any action, or allow any action, that would encumber title to the property to be conveyed pursuant to this agreement. In the event that any matters are discovered prior to Closing that would adversely impact the merchantability of title, this agreement may be terminated by the party to receive title to the impacted parcel by written notice to the other party.

7. APPORTIONMENT OF FEES/TAXES. Prepaid rents, water rents/fees, sewer rents/fees and any and all similar charges associated with the Property, if any, shall be apportioned to the date of Closing. General taxes for the calendar year of closing shall be adjusted and prorated to but not including the date of Closing, based upon the most recent levy and assessment

8. LIEN INDEMNIFICATION. The Parties to cooperate and comply with all requirements of the Title Company for deletion of Standard Printed Exceptions with respect to the Property conveyed pursuant to this agreement, provided, however that such cooperation and compliance shall not impose an obligation to expend funds.

9. CONDITIONS PRECEDENT TO CLOSING. Closing on the exchange of properties is dependent upon the completion of the following pre-requisite steps:

(a) Approval by the City Council of the City of Golden of an ordinance approving the vacation of the Exhibit C-1 and C-2 right of way property for Ford Street.

(b) Receipt of a sufficient deed to the City of Golden from Public Service Company of Colorado for the Exhibit A property, reserving unto Public Service Company a non-exclusive utility easement over said property.

(c) Approval by the City Council of the City of Golden of an ordinance authorizing the conveyance of the property described in Exhibit D-1 and D-2. The parties acknowledge that this Agreement does not bind or commit the City Council of the City to approve any such ordinance, and that action on such ordinance is an exercise of the City's police power, which is not waived by this agreement.

10. TERMINATION. If this Agreement is terminated by either party because of a failure of one or more of the conditions, contingencies or authorization herein specified, then neither party shall have any further rights or obligations hereunder.

11. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

12. SURVIVAL OF TERMS. Except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the Closing and transfer of the deed or deeds to be delivered hereunder, all of the terms, conditions, covenants and agreements herein set forth and contained, shall survive such Closing and shall continue thereafter to be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, assigns and successors in interest to title to the Property.

13. FURTHER ACTS. Haus and the City agree to perform or cause to be performed on or after the date of Closing such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

14. NO COMMISSION. Neither party shall be responsible for any and all real estate commissions incurred by reason of this real estate transaction.

15. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Haus: Tom and Mary Haus
2410 Ford Street
Golden, CO 80401

City: City Manager
City of Golden
911 10th Street
Golden, CO 80401

Either party may change its address by notice as aforesaid.

16. SUCCESSORS IN INTEREST. This Agreement, including without limitation all representations, warranties and indemnifications shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees.

17. NO BENEFITS. No member of the City government or the City Council shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

18. COUNTERPARTS. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

19. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

20. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale.

ATTEST: CITY OF GOLDEN

City Clerk

By _____
Charles J Baroch, Mayor

Date _____

Tom Haus

_____ Date _____

Mary Haus

_____ Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing AGREEMENT FOR EXCHANGE OF PROPERTIES was acknowledged before me this _____ day of _____ 2007, by, Tom and Mary Haus.

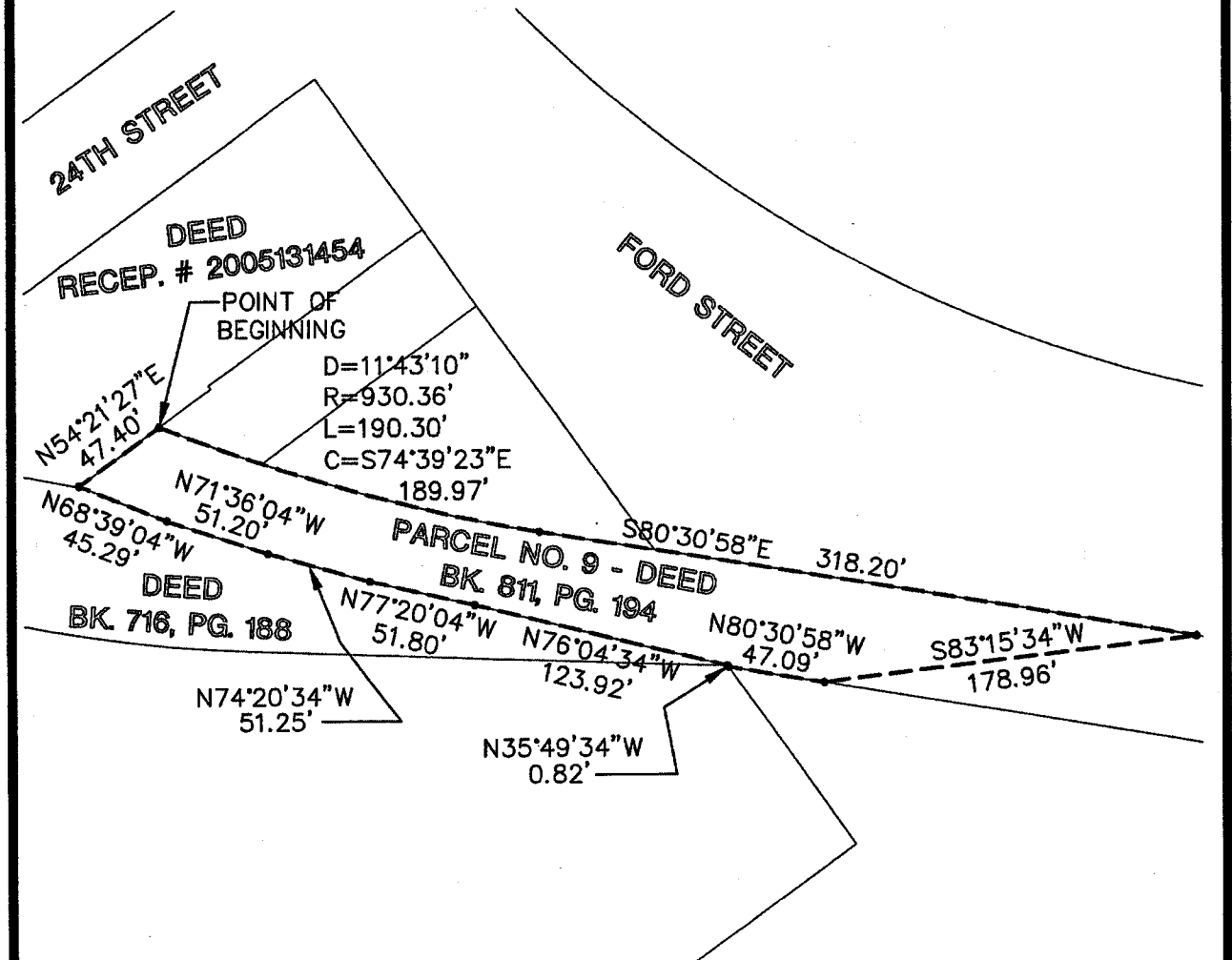
WITNESS my hand and official seal.

My Commission expires _____

Notary Public

EXHIBIT A LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers

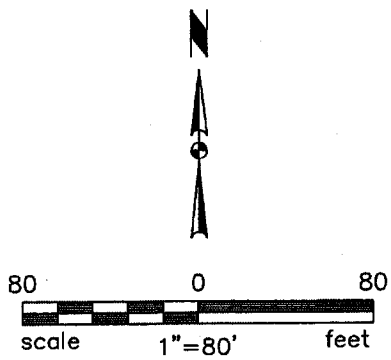


EXHIBIT A

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION – LEGAL DESCRIPTION A

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL NO. 9, AND THE SOUTH LINE OF PARCEL B, DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2005131454, AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 54°21'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE OF PARCEL NO. 9 THE FOLLOWING TWO COURSES: (1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 11°43'10", A RADIUS OF 930.36 FEET, AN ARC OF 190.30 FEET, AND A CHORD WHICH BEARS SOUTH 74°39'23" EAST, 189.97 FEET; (2) THENCE SOUTH 80°30'58" EAST, 318.20 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 85°15'34" WEST, 178.96 FEET TO THE EAST LINE OF SAID PARCEL NO. 9; THENCE ALONG SAID WEST LINE OF PARCEL NO. 9, NORTH 80°30'58" WEST, 47.09 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THAT DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE ALONG SAID EAST LINE THE FOLLOWING SIX COURSES: (1) NORTH 35°49'34" EAST, 0.82 FEET; (2) THENCE NORTH 76°04'34" WEST, 123.92 FEET; (3) THENCE NORTH 77°20'04" WEST, 51.80 FEET; (4) THENCE NORTH 74°20'34" WEST, 51.25 FEET; (5) THENCE NORTH 71°36'04" WEST, 51.20 FEET; (6) THENCE NORTH 68°39'04" WEST, 45.29 FEET TO SAID SOUTH LINE OF PARCEL B; THENCE ALONG SAID SOUTH LINE, NORTH 54°21'27" EAST, 47.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 19,450 SQUARE FEET (0.45 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



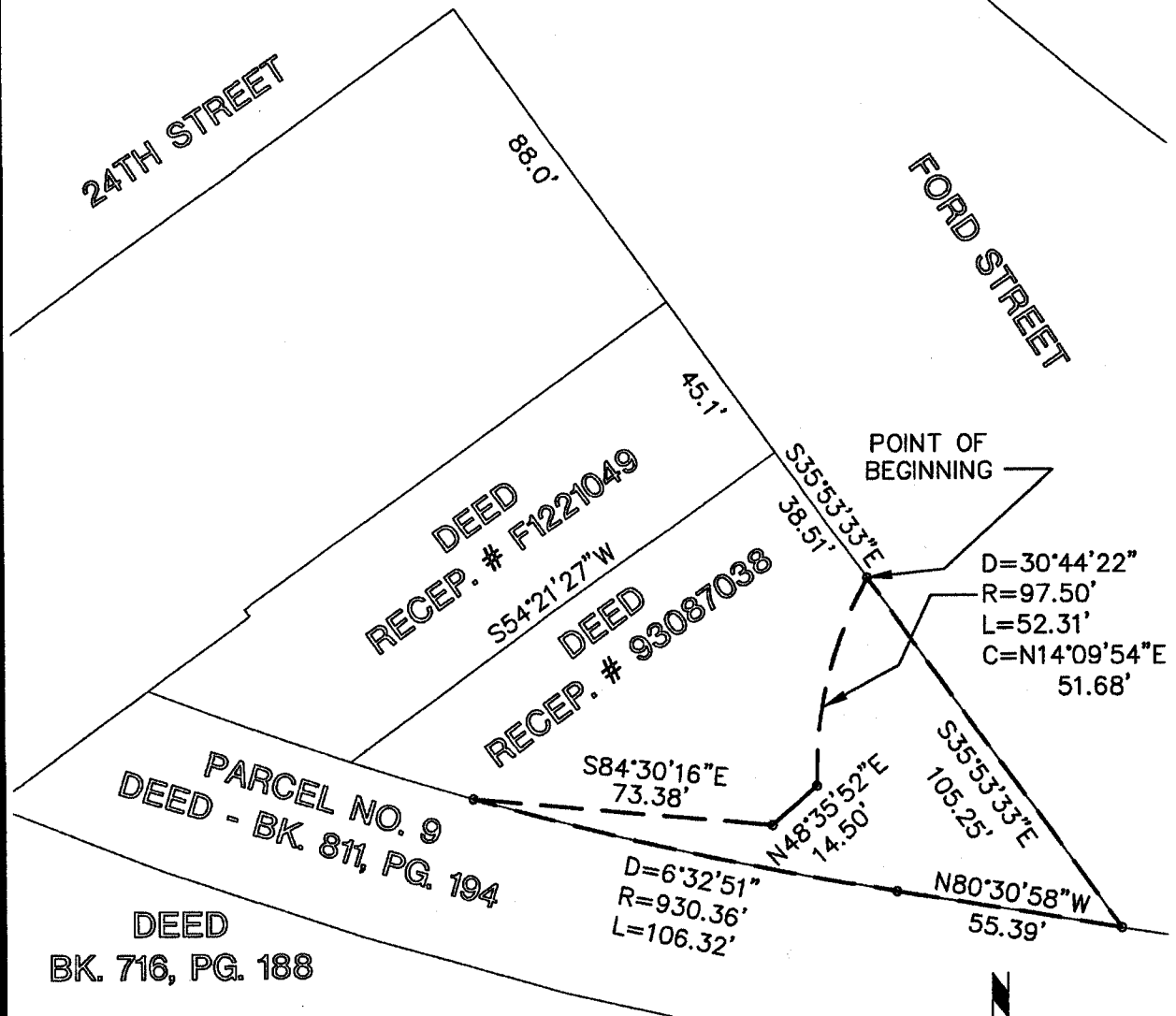
TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

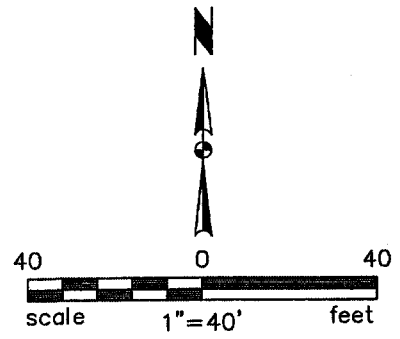
EXHIBIT B

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **B**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 133.1 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 35°53'33"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 38.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 35°53'33"EAST, 105.25 FEET TO THE NORTHEASTERLY LINE OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194; THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL NO. 9 THE FOLLOWING TWO COURSES: (1) NORTH 80°30'58"WEST, 55.39 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA OF 6°32'51", A RADIUS OF 930.36 FEET, AND AN ARC OF 106.32 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 84°30'16"EAST, 73.38 FEET; THENCE NORTH 48°35'52"EAST, 14.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 30°44'22", A RADIUS OF 97.50 FEET, AN ARC OF 52.31 FEET AND A CHORD WHICH BEARS NORTH 14°09'54"EAST, 51.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3663 SQUARE FEET (0.08 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE _____

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



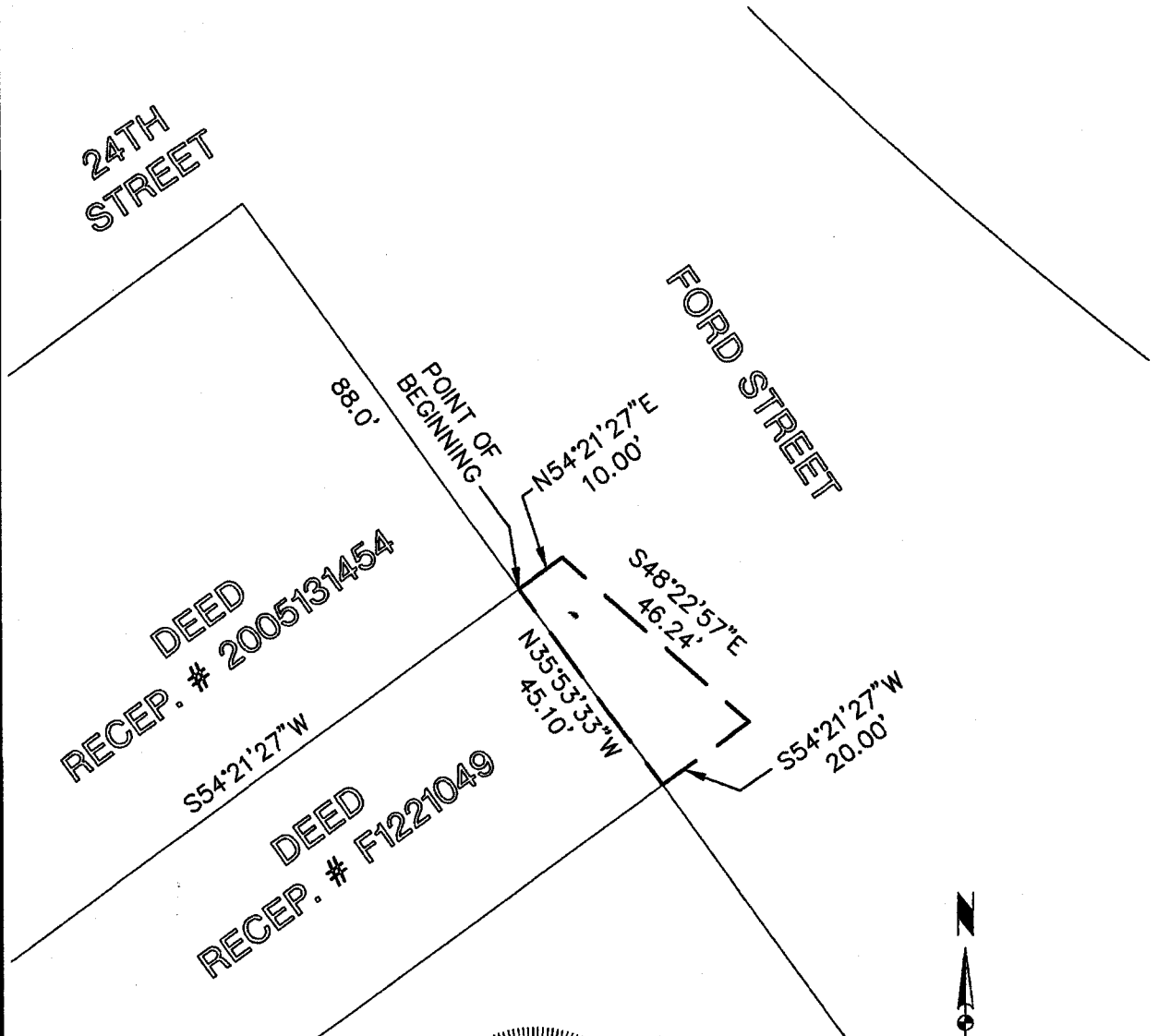
TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

EXHIBIT **C-1**

LEGAL DESCRIPTION F

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers

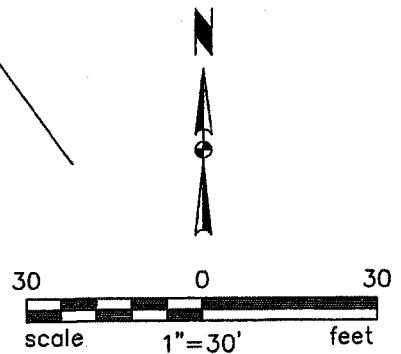


EXHIBIT **C-1**

LEGAL DESCRIPTION F

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THE FORD STREET RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. F1221049, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 88.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 54°21'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 54°21'27" EAST, 10.00 FEET; THENCE SOUTH 48°22'57" EAST, 46.24 FEET; THENCE SOUTH 54°21'27" WEST, 20.00 FEET TO THE MOST EASTERLY CORNER OF THOSE LANDS DESCRIBED IN SAID DEED; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 35°53'33" WEST, 45.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 676 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



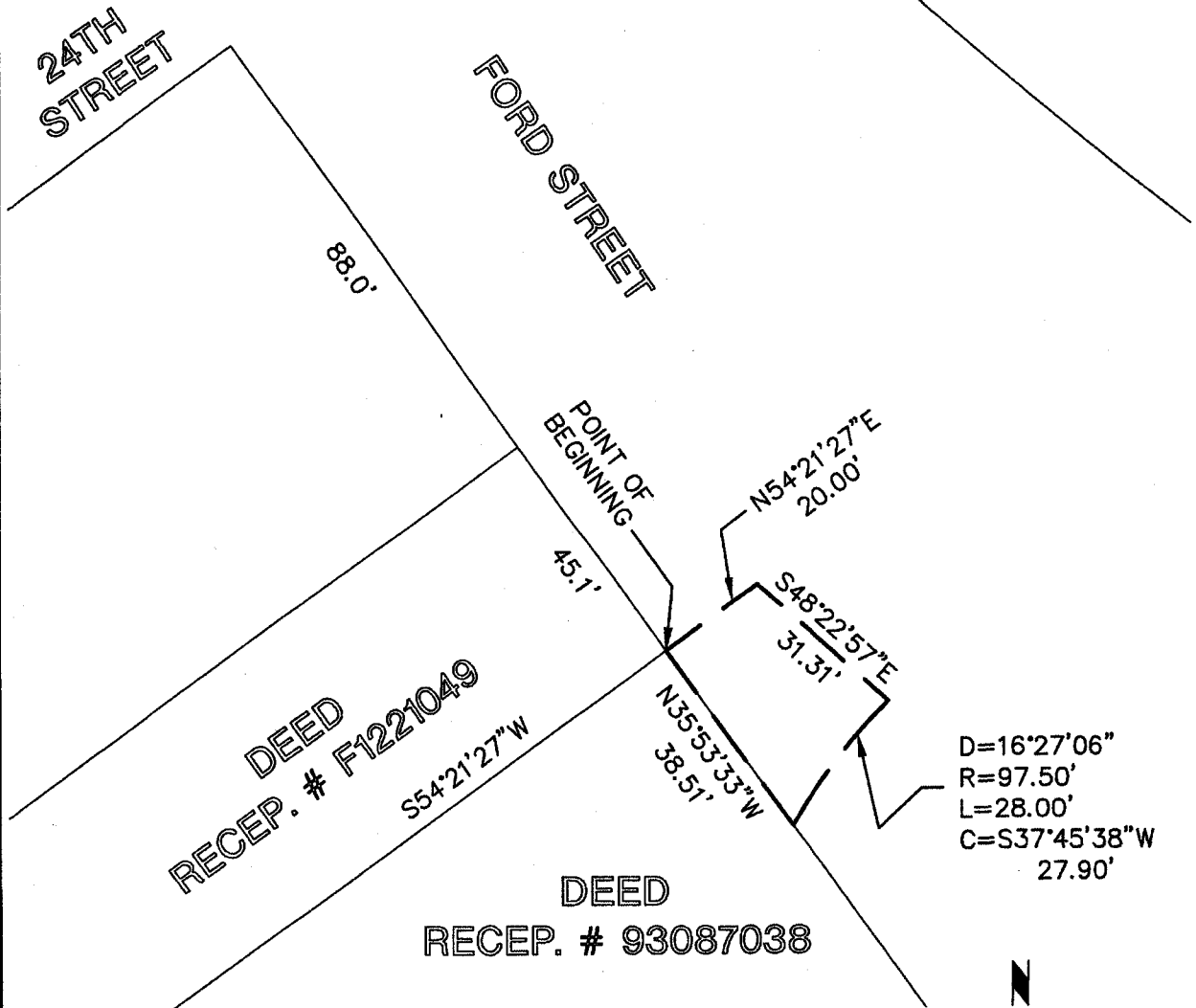
TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

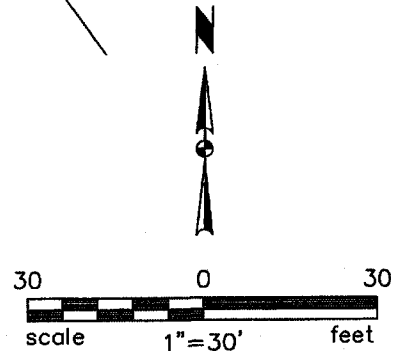
EXHIBIT **C-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT C-2

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M., CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF THE FORD STREET RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

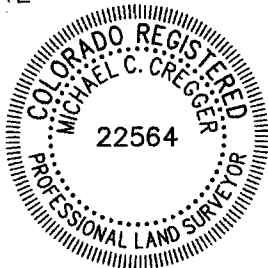
BEGINNING AT THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 93087038, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF FORD STREET, 133.1 FEET SOUTHERLY OF THE SOUTHERLY LINE OF TWENTY FOURTH STREET, AND CONSIDERING THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID DEED TO BEAR SOUTH 54°21'27"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 54°21'27"EAST, 20.00 FEET; THENCE SOUTH 48°22'57"EAST, 31.31 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 16°27'06", A RADIUS OF 97.50 FEET, AN ARC OF 28.00 FEET, AND A CHORD WHICH BEARS SOUTH 37°45'38"WEST, 27.90 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°53'33"WEST, 38.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 802 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

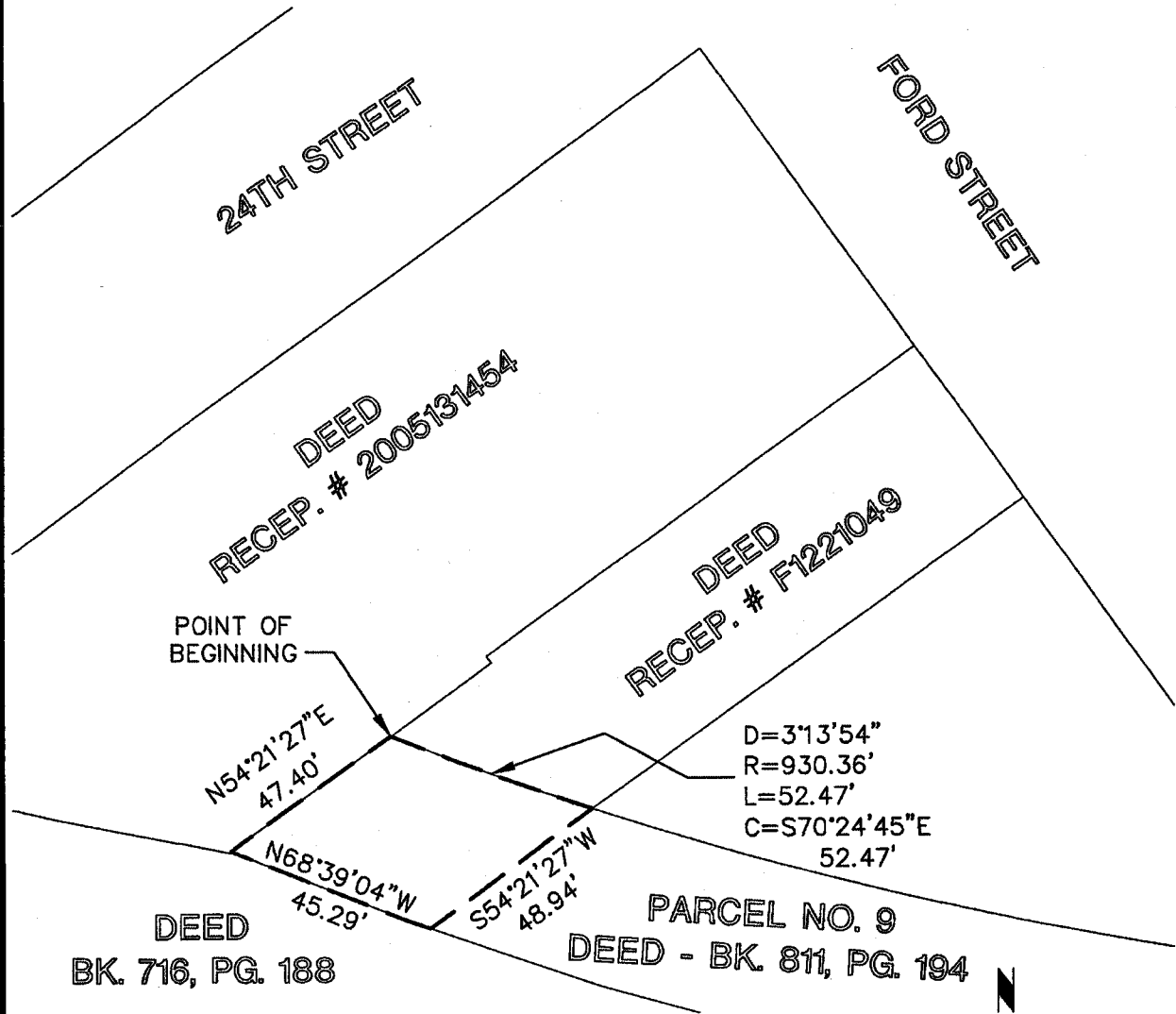
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

EXHIBIT **D-1** LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

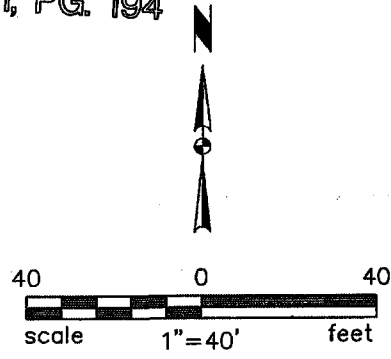


DEED
BK. 716, PG. 188

PARCEL NO. 9
DEED - BK. 811, PG. 194



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **D-1**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION – LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL NO. 9, AND THE SOUTH LINE OF PARCEL B, DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2005131454, AND CONSIDERING SAID SOUTH LINE TO BEAR SOUTH 54°21'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE OF PARCEL NO. 9 ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 3°13'54", A RADIUS OF 930.36 FEET, AN ARC OF 52.47 FEET, AND A CHORD WHICH BEARS SOUTH 70°24'45" EAST, 52.47 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. F1221049; THENCE DEPARTING SAID EAST LINE OF PARCEL NO. 9, SOUTH 54°21'27" WEST, 48.94 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THAT DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE ALONG SAID EAST LINE, NORTH 68°39'04" WEST, 45.29 FEET TO SAID SOUTH LINE OF PARCEL B; THENCE ALONG SAID SOUTH LINE, NORTH 54°21'27" EAST, 47.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 2701 SQUARE FEET (0.06 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



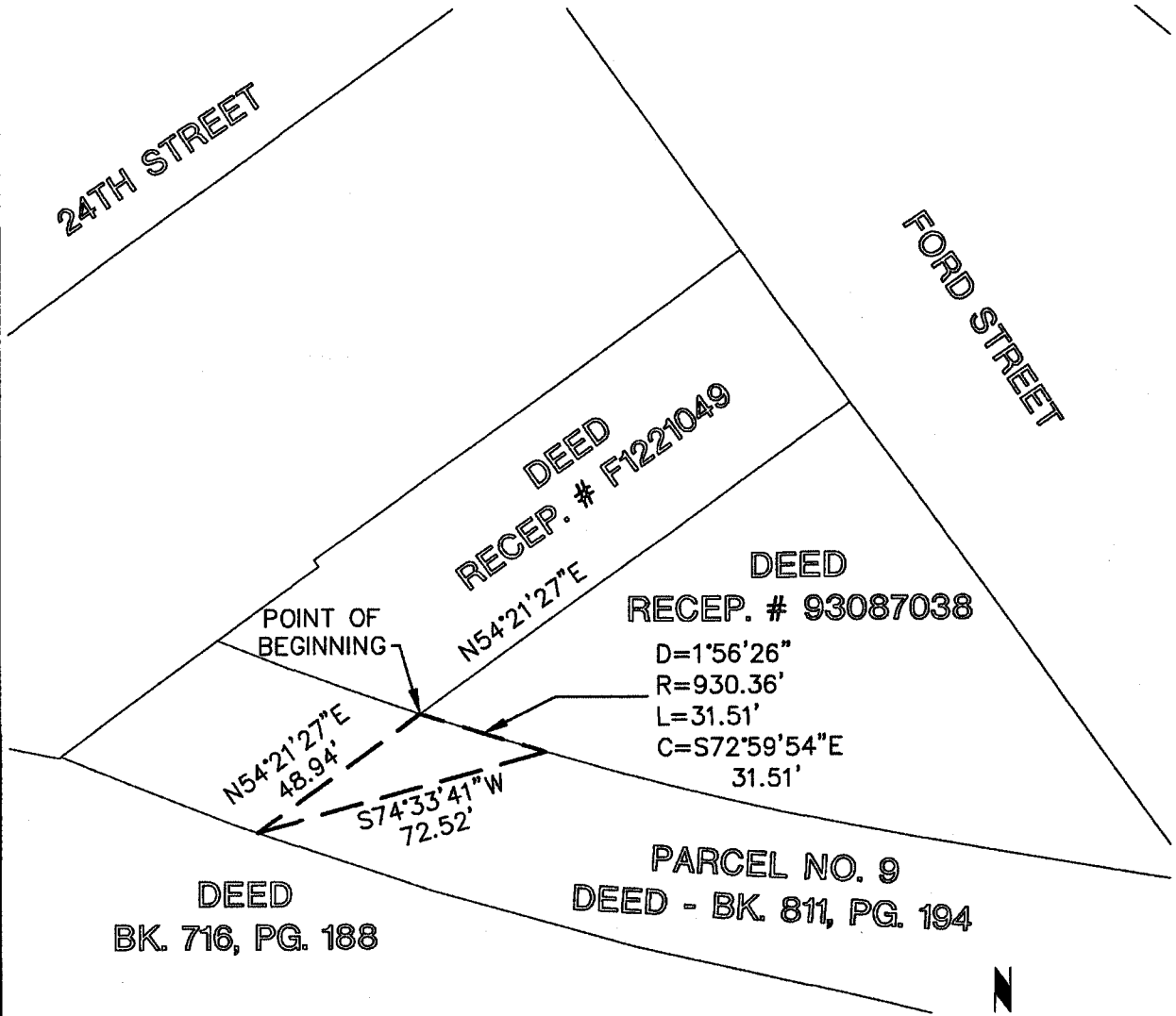
TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

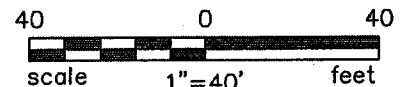
EXHIBIT **D-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **D-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION – LEGAL DESCRIPTION

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BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 93087038, AND CONSIDERING THE NORTH LINE OF SAID LANDS TO BEAR NORTH 54°21'27"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 9, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 1°56'26", A RADIUS OF 930.36 FEET, AN ARC OF 31.51 FEET, AND A CHORD WHICH BEARS SOUTH 72°59'54"EAST, 31.51 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 74°33'41"WEST, 72.52 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE NORTH 54°21'27"EAST, 48.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 610 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

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DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

AGREEMENT FOR EXCHANGE OF PROPERTIES

THIS AGREEMENT, dated for reference purposes only this 6th day of September, 2007, is made and entered into by and between the **CITY OF GOLDEN** a municipal corporation, hereinafter referred to as the "City" and **TOM AND MARY HAUS** whose address is 2414 Ford Street, Golden, CO 80401, hereinafter, and collectively referred to as "Haus".

RECITALS

- A. Haus is the owner of two adjacent properties generally known as 2410 and 2414 Ford Street and referred herein as "the Haus Property".
- B. The City is the owner of the Ford Street right of way adjacent to 2410 and 2414 Ford Street.
- C. Public Service Company of Colorado (PSCo), as successor in interest to the Colorado Central Power Company, claims ownership of certain property collectively described in Exhibit A hereto, which property is, in part, adjacent to the westerly side of the Haus property.
- D. The City is in the process of entering into a contract with Public Service Company of Colorado whereby, the City will acquire PSCo's interest in the property described in Exhibit A, subject to retention of a utility easement by PSCo over all of Exhibit A.
- E. The City has planned a roadway improvement and construction project, which project necessitates the acquisition of a portion of the Haus Property as public right of way. The portion of the Haus Property necessary for the roadway construction project is described in Exhibit B hereto.
- F. Haus and the City wish to enter into and implement an agreement whereby the parties exchange property of roughly the same size in order to benefit both parties.

AGREEMENT TO EXCHANGE PROPERTIES

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. EXCHANGE OF PROPERTIES. Subject to the terms and provisions of this Agreement, City and Haus agree to the following described exchange of properties.

a. The City agrees to initiate and timely process a vacation action for the portion of Ford Street right of way described in Exhibits C-1 and C-2 hereto, which right of way will no longer be needed by the City if the property exchanges contemplated by this agreement are consummated and the planned roadway construction project is constructed. Accordingly, it is anticipated that such vacation would be contingent upon the conveyance provided for in this agreement. The parties acknowledge that this Agreement does not bind or commit the City Council of the City to approve any such vacation action, and City Council's action on the case will be based upon the evidence provided and City Council's discretion.

b. Upon acquisition of the property described in Exhibit A from the Public Service Company of Colorado, the City agrees to convey that portion of Exhibit A adjacent to the Haus property (as specifically described in Exhibits D-1 and D-2 hereto) to Haus, subject to the easements retained by PSCo at the time of the closing (defined below). Conveyance of the Exhibit D-1 and D-2 property by the City shall be by Special Warranty Deed free and clear of liens, except for the lien for general property taxes for the year of closing.

c. Haus agrees to convey to the City that certain real property which is described in Exhibit B hereto, together with any improvements thereon, all right, title and interest of Haus in and to any alleys, strips or gores or vacated streets or alleys adjoining that property, and all easements, rights of way, and appurtenances thereto. The property described in Exhibit B hereto shall be conveyed together with all water and water rights, ditches and ditch rights, stock in ditch companies, reservoirs and reservoir rights, wells and well rights, including tributary, nontributary and not nontributary, whether adjudicated or not, on, under or appurtenant to or used on the Land, (the "Water Rights" *if any*). Haus shall convey the Exhibit B Property by special warranty deed at the time of the Closing, free and clear of liens except for the lien for general property taxes for the year of closing.

Haus agrees to remove all personal property from the Exhibit B property prior to Closing.

2. **COMPENSATION.** Except as provided in this paragraph, the exchange of properties shall be considered a "like for like" exchange with no compensation to any party. Notwithstanding the foregoing, City will upon completion of the roadway construction project construct a wooden 42" high fence along the portion of the reconfigured Haus Property directly adjacent to the proposed roundabout roadway intersection.

3. **NON-APPROPRIATION.** Haus acknowledges and is hereby given notice that the financial obligations of the City under this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available to the City. In the event funds for this Agreement are not budgeted and appropriated by the City, in any year subsequent to the fiscal year of execution of this Agreement, the City may terminate this Agreement by giving the Seller notice of such non-appropriation. For purposes of this Agreement, the fiscal year of the City commences January 1 and ends December 31.

4. **CLOSING.** Closing and delivery of the deed(s) for the Exchange of Property shall take place on October 30, 2007. The date of Closing may be accelerated or extended to such time as the parties might mutually agree in writing, (the "Closing"). The hour and location of the closing shall be as mutually agreed. Possession of the various parcels shall be delivered to the respective parties at the time of such Closing. The City shall pay all closing costs.

5. **TITLE INSURANCE.** The parties may, at their own cost and for their own benefit, obtain a commitment for title insurance for the property they will be conveyed pursuant to this agreement. If either party is not satisfied with the condition of title, they may terminate this agreement by providing written notice to the other party no later than September 30, 2007.

6. CONDITION OF TITLE AT CLOSING. The parties warrant that they will not, from the day of this agreement until closing, knowingly take any action, or allow any action, that would encumber title to the property to be conveyed pursuant to this agreement. In the event that any matters are discovered prior to Closing that would adversely impact the merchantability of title, this agreement may be terminated by the party to receive title to the impacted parcel by written notice to the other party.

7. APPORTIONMENT OF FEES/TAXES. Prepaid rents, water rents/fees, sewer rents/fees and any and all similar charges associated with the Property, if any, shall be apportioned to the date of Closing. General taxes for the calendar year of closing shall be adjusted and prorated to but not including the date of Closing, based upon the most recent levy and assessment

8. LIEN INDEMNIFICATION. The Parties to cooperate and comply with all requirements of the Title Company for deletion of Standard Printed Exceptions with respect to the Property conveyed pursuant to this agreement, provided, however that such cooperation and compliance shall not impose an obligation to expend funds.

9. CONDITIONS PRECEDENT TO CLOSING. Closing on the exchange of properties is dependent upon the completion of the following pre-requisite steps:

(a) Approval by the City Council of the City of Golden of an ordinance approving the vacation of the Exhibit C-1 and C-2 right of way property for Ford Street.

(b) Receipt of a sufficient deed to the City of Golden from Public Service Company of Colorado for the Exhibit A property, reserving unto Public Service Company a non-exclusive utility easement over said property.

(c) Approval by the City Council of the City of Golden of an ordinance authorizing the conveyance of the property described in Exhibit D-1 and D-2. The parties acknowledge that this Agreement does not bind or commit the City Council of the City to approve any such ordinance, and that action on such ordinance is an exercise of the City's police power, which is not waived by this agreement.

10. TERMINATION. If this Agreement is terminated by either party because of a failure of one or more of the conditions, contingencies or authorization herein specified, then neither party shall have any further rights or obligations hereunder.

11. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

12. SURVIVAL OF TERMS. Except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the Closing and transfer of the deed or deeds to be delivered hereunder, all of the terms, conditions, covenants and agreements herein set forth and contained, shall survive such Closing and shall continue thereafter to be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, assigns and successors in interest to title to the Property.

13. FURTHER ACTS. Haus and the City agree to perform or cause to be performed on or after the date of Closing such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

14. NO COMMISSION. Neither party shall be responsible for any and all real estate commissions incurred by reason of this real estate transaction.

15. NOTICES. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Haus: Tom and Mary Haus
2410 Ford Street
Golden, CO 80401

City: City Manager
City of Golden
911 10th Street
Golden, CO 80401

Either party may change its address by notice as aforesaid.

16. SUCCESSORS IN INTEREST. This Agreement, including without limitation all representations, warranties and indemnifications shall be binding upon and inure to the benefit of the parties hereto, their heirs, beneficiaries, personal representatives, successors and assignees.

17. NO BENEFITS. No member of the City government or the City Council shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

18. COUNTERPARTS. This Agreement may be executed in counterparts, and upon full execution thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

19. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

20. INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale.

ATTEST:

CITY OF GOLDEN

Susan H. Burd
City Clerk

By C. J. Baroch
Charles J Baroch, Mayor

Date 9/13/07

Tom Haus

Tom Haus Date 9-6-07

Mary Haus

Mary B. Haus Date: 9-6-07

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing AGREEMENT FOR EXCHANGE OF PROPERTIES was acknowledged before me this 6th day of September 2007, by, Tom and Mary Haus.

WITNESS my hand and official seal.

My Commission expires OCTOBER 20, 2007

Angela L. Vidick
Notary Public

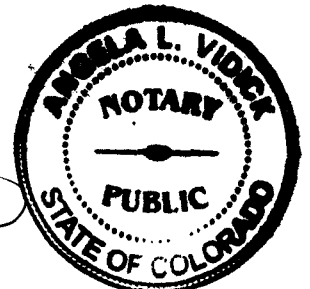
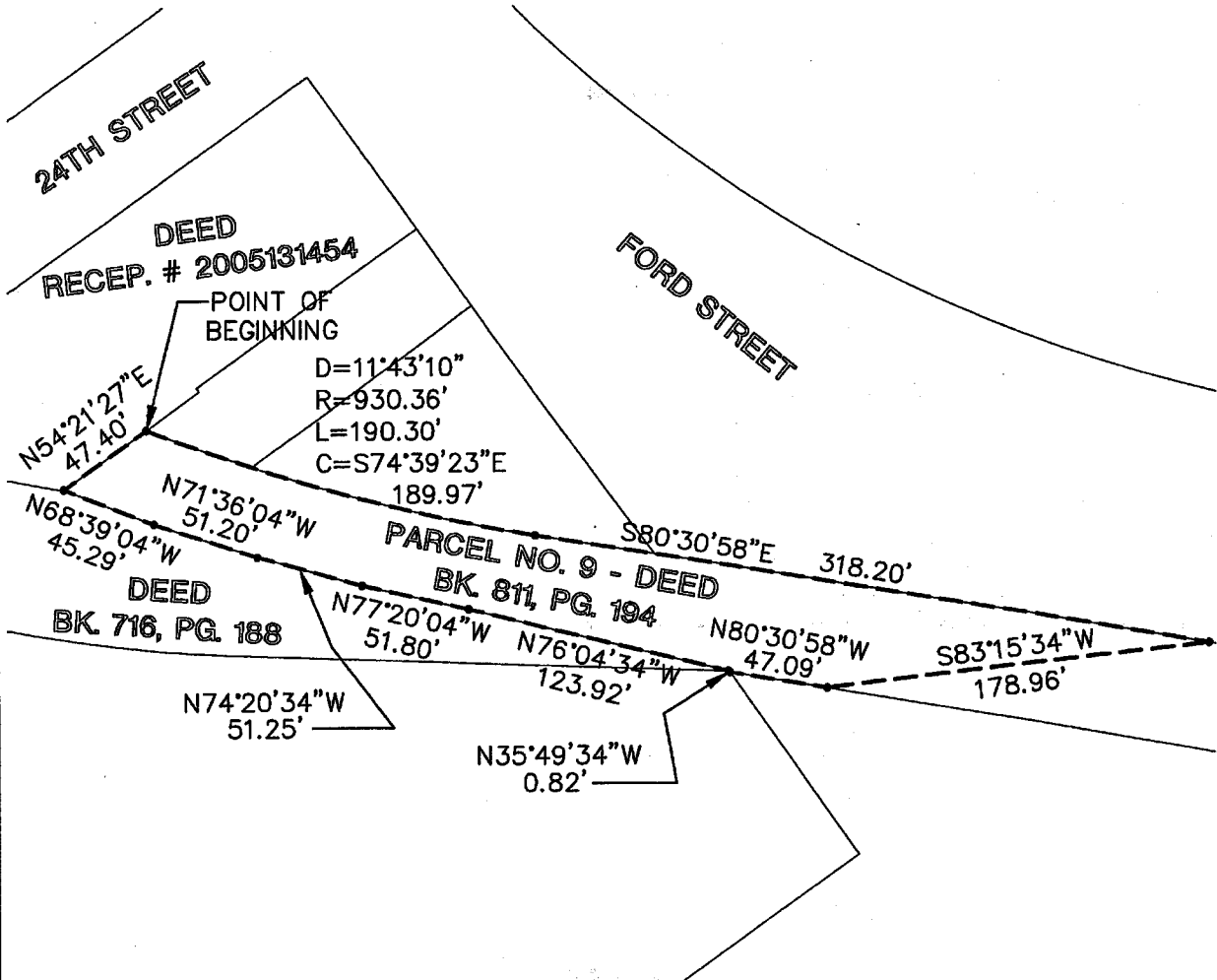
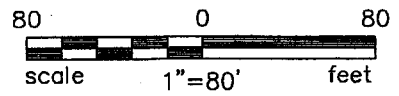


EXHIBIT A LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT A
LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION A

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SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



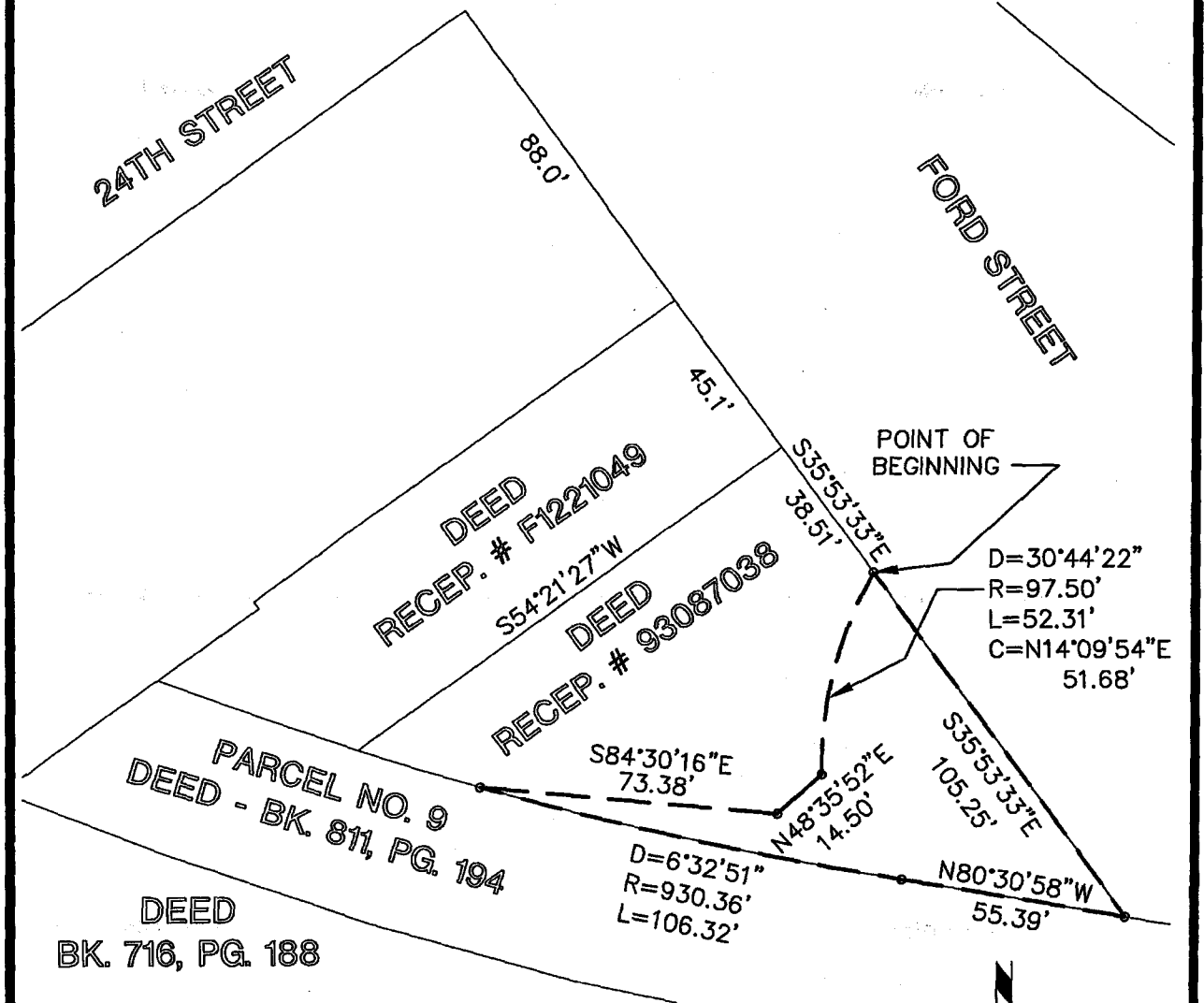
TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

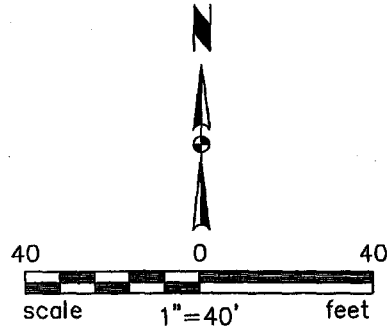
EXHIBIT B

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers

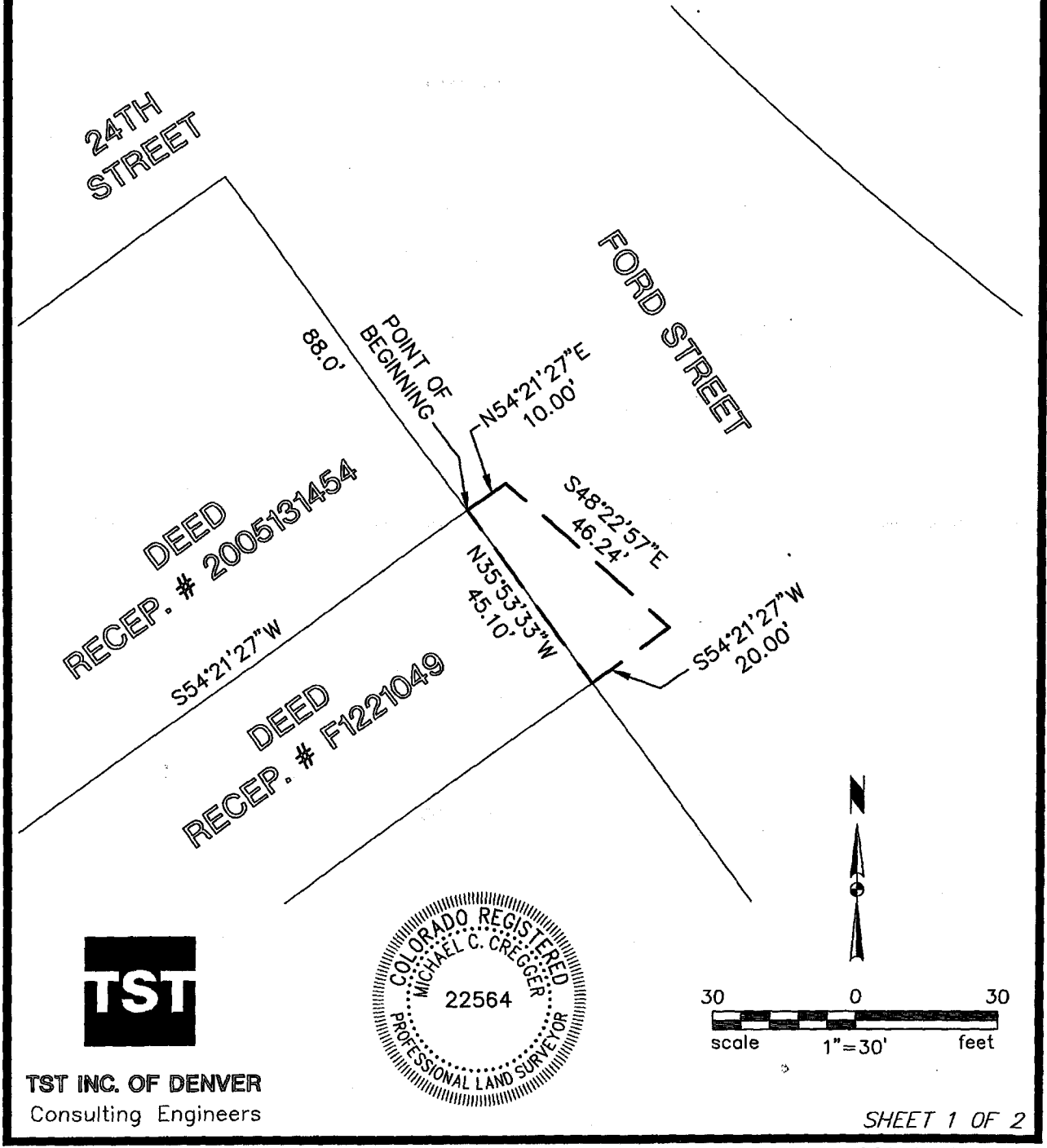


SHEET 1 OF 2

EXHIBIT C-1

LEGAL DESCRIPTION F

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers

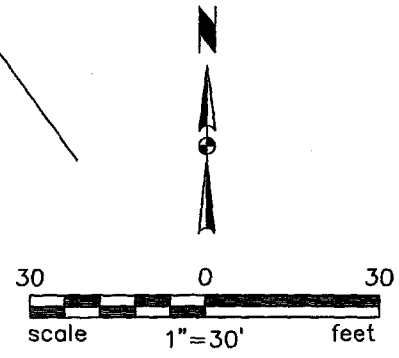
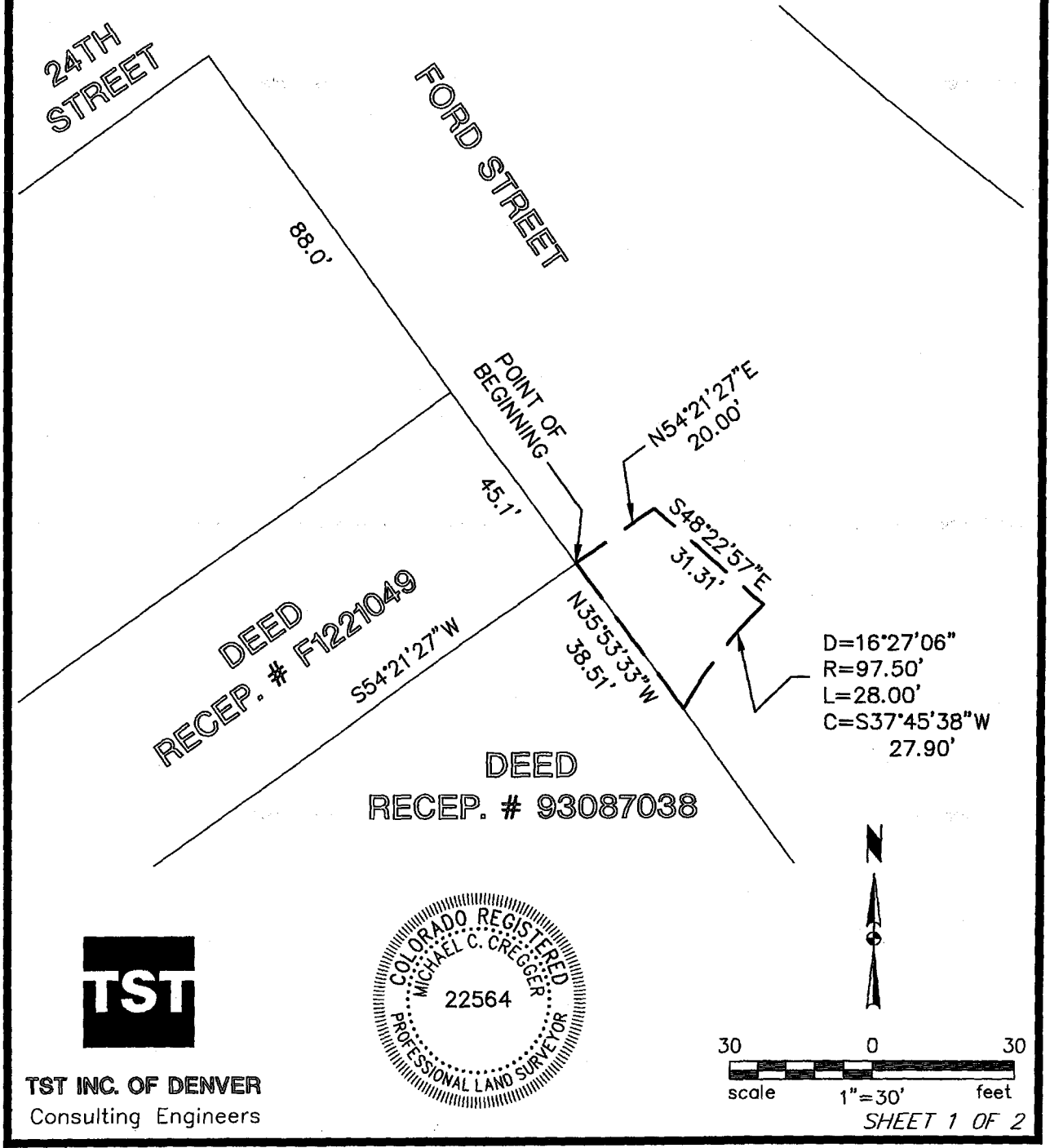


EXHIBIT C-2

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers

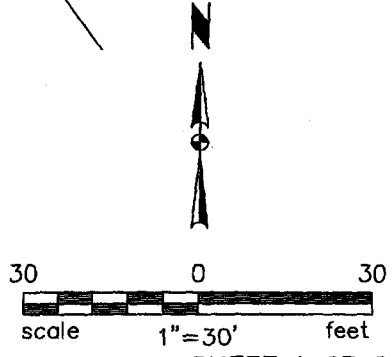


EXHIBIT **D-1**
LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

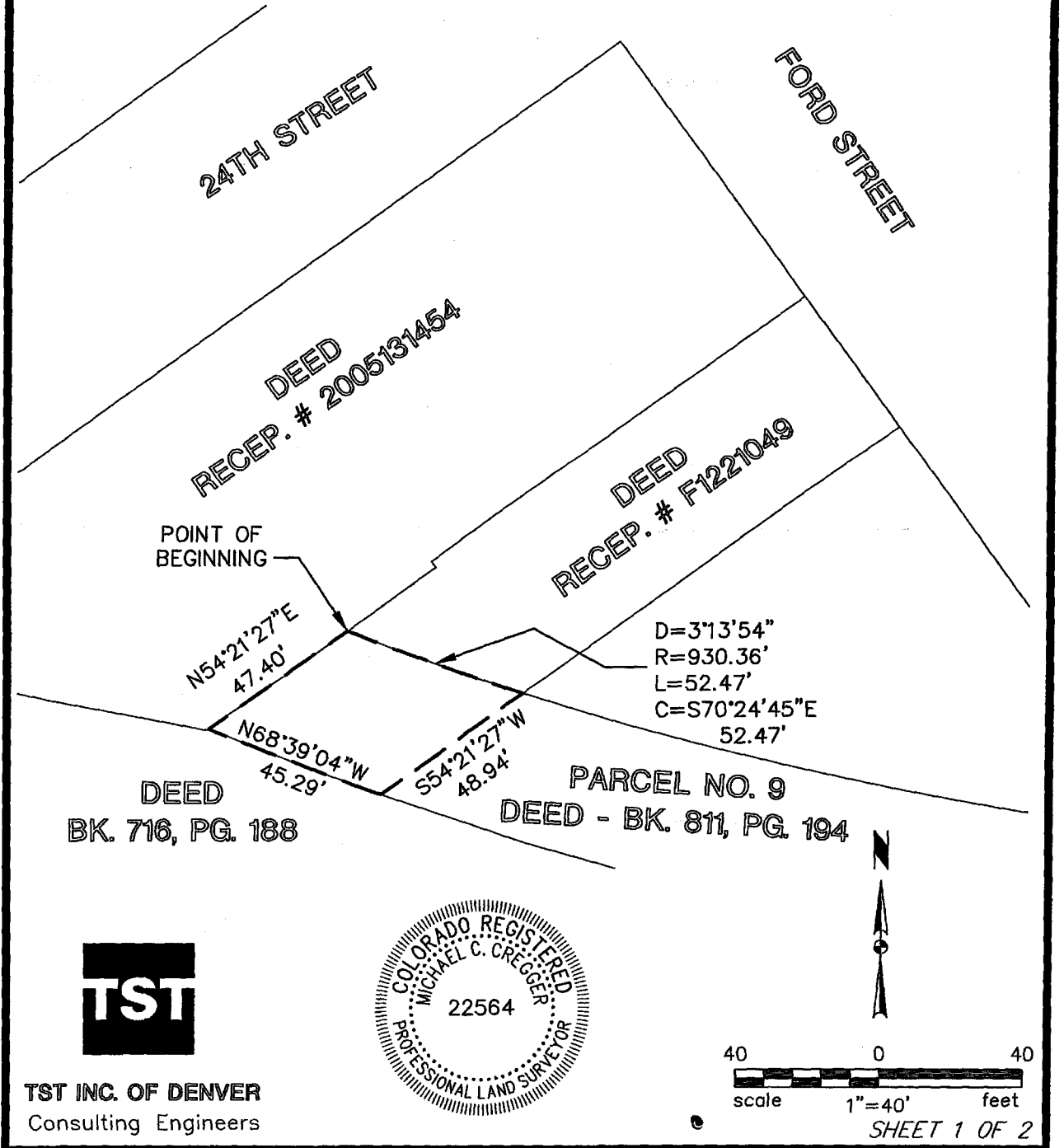
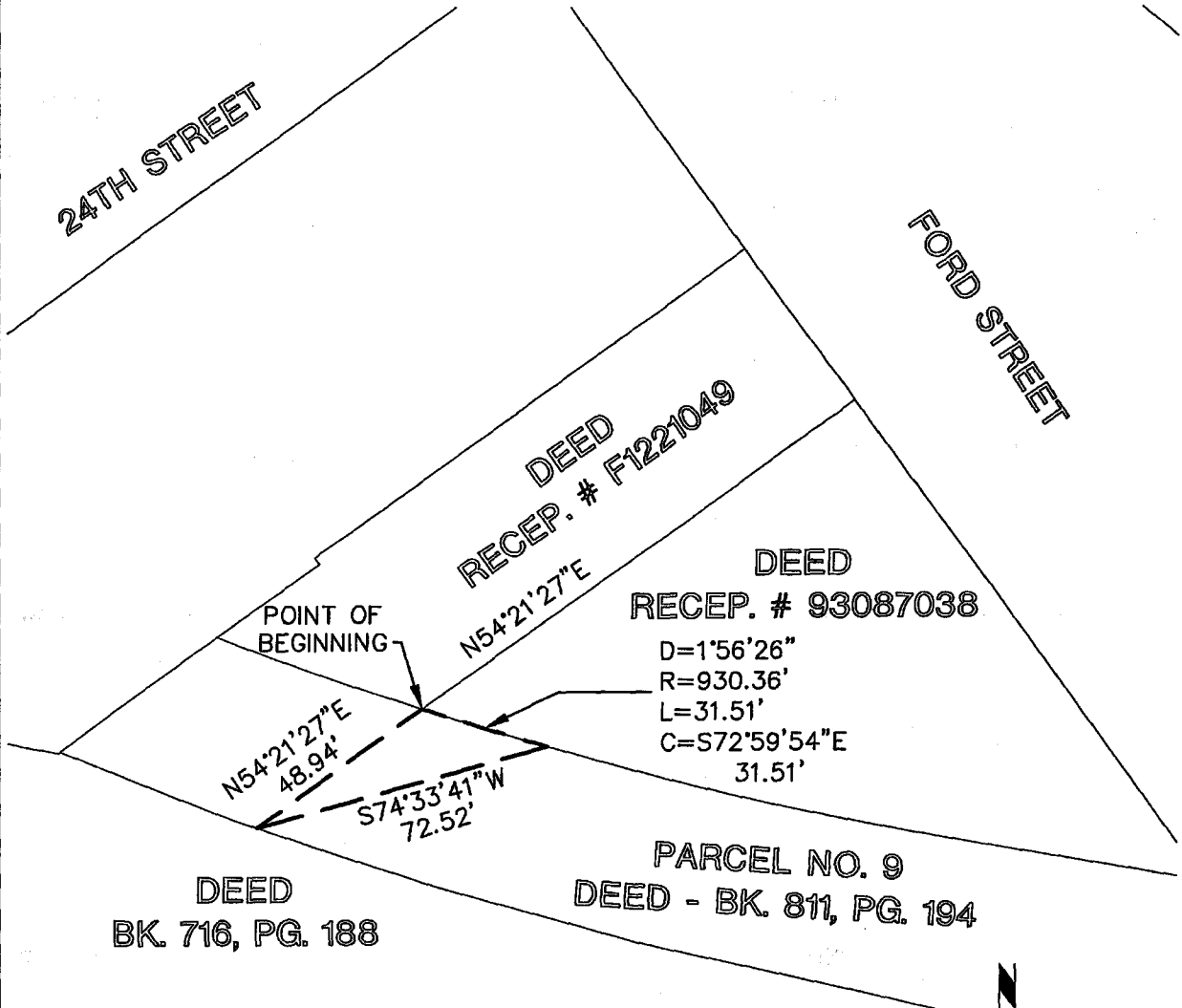


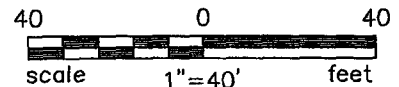
EXHIBIT **D-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **D-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

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SURVEYOR'S CERTIFICATE

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PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2

EXHIBIT **D-1**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

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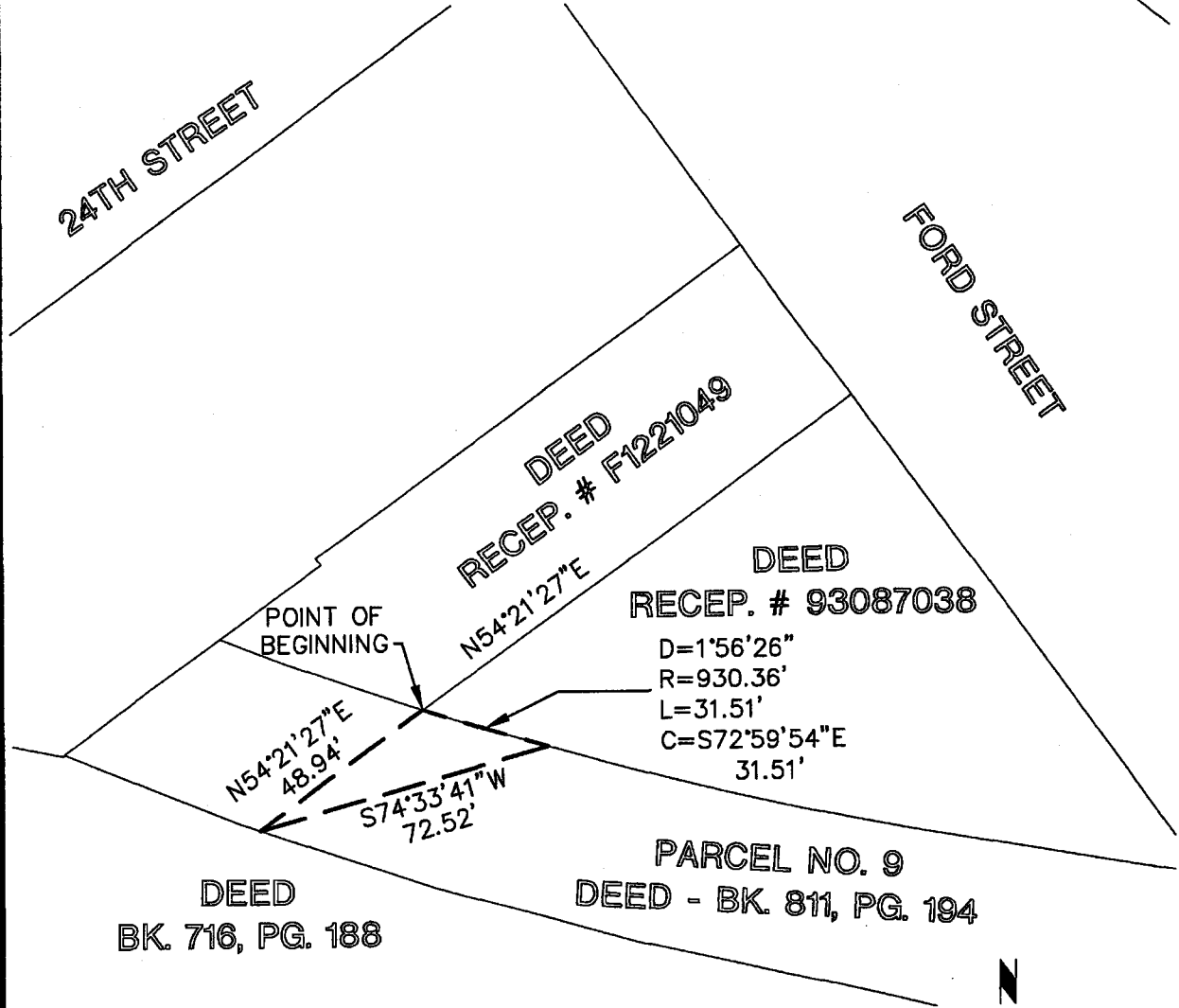


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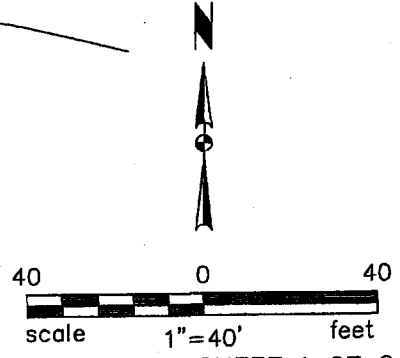
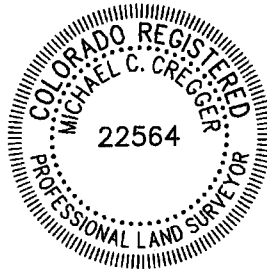
SHEET 2 OF 2

EXHIBIT **D-2**
LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,



TST INC. OF DENVER
Consulting Engineers



SHEET 1 OF 2

EXHIBIT **D-2**

LEGAL DESCRIPTION

SE 1/4, SECTION 34, T. 3 S., R. 70 W. OF THE 6TH P.M.,
CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO,

LEGAL DESCRIPTION - LEGAL DESCRIPTION

A PORTION OF PARCEL NO. 9, DESCRIBED IN THAT DEED RECORDED IN BOOK 811 AT PAGE 194, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 93087038, AND CONSIDERING THE NORTH LINE OF SAID LANDS TO BEAR NORTH 54°21'27"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 9, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A DELTA OF 1°56'26", A RADIUS OF 930.36 FEET, AN ARC OF 31.51 FEET, AND A CHORD WHICH BEARS SOUTH 72°59'54"EAST, 31.51 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 74°33'41"WEST, 72.52 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 716 AT PAGE 188; THENCE NORTH 54°21'27"EAST, 48.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 610 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



TST INC. OF DENVER
Consulting Engineers

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